



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

December 18, 2014

Invitation for Bids

Roof Replacements

Nashua Wastewater Treatment Facility (NWTF)

IFB0774-012215

The City of Nashua, Division of Public Works, is seeking bids for the **Roof Replacements** project at the Nashua Wastewater Treatment Facility (NWTF), 2 Sawmill Road, Nashua, NH 03060.

The project consists of the design-build efforts necessary for replacement of the roofing for seven (7) buildings and one entrance way at the Nashua Wastewater Treatment Facility. Three (3) additional buildings need to be evaluated to determine the level of effort needed to properly protect those roofs as well. The project includes, but is not limited to, the evaluation of the existing roofs, determination of a suitable replacement membrane for the roofs, evaluation of access locations, replacement of the existing insulation with similar material with the same R value or better, replacement of roof flashing where needed, and replacement of the access hatch mechanism in the sludge dewatering building.

INSTRUCTIONS TO BIDDERS:

Bids must be submitted on the Bid Form (attached) **with three sets (one (1) original and two (2) copies)** in a sealed envelope plainly marked "**Roof Replacements—Nashua Wastewater Treatment Facility**" and must be received at the City Purchasing Department, Lower Level, 229 Main St, City Hall, Nashua, NH 03060 prior to **3:00 pm, Thursday, January 22, 2015**.

Bid documents and further details are available on the City's website, www.nashuanh.gov, under Citizens Favorites, Current Bid Opportunities, and document **IFB0774-012215**. Contract documents may also be examined at the Wastewater Treatment Facility, 2 Sawmill Road, Nashua, NH 03060 (between 8:30 am to 4:00 pm, Monday through Friday, except legal holidays). **No bid documents are available at the Central Purchasing Office.** Results of the opening will be posted on the City's website, under Bid Results, within twenty-four (24) hours of the opening.

A **MANDATORY** pre-bid conference to discuss the project is scheduled to begin promptly **on Wednesday, January 7, 2015 at 11:00 AM at the Wastewater Treatment Facility, 2 Sawmill Road, Nashua, NH 03060 in the Administration/Control Building Conference Room**. You or your representatives are required to attend this meeting if you intend to submit a bid. The meeting is an opportunity for the City to provide an overview of the project and its objectives, and for participants to request additional information directly from City staff managing or participating in the project.

To be eligible for an award, a bidder must be deemed "responsible". A responsible bidder 1) has the ability, capacity and skill to provide the goods or services required; 2) can provide the goods or services within the time frame specified; 3) has a satisfactory record of integrity, reputation, judgment and experience; 4) has sufficient financial resources to provide the goods or services; 5) has an ability to provide future maintenance and support as required; and 6) has developed a positive track record within the City of Nashua to the extent the bidder has previously provided goods or services.

Delivery of bids shall be at the vendor's expense. The time of receipt shall be considered when a bid has been officially documented by the department, in accordance with its established policies, as having been received at the location designated above. The City of Nashua accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the vendor's responsibility.

Postmarks or other timestamps will **not** be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

The City of Nashua assumes no liability for payment of costs and expenses incurred by any bidder in responding to this request for bids. All bids become the sole property of the City of Nashua. This request for bids is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which bids are solicited.

The project timeline is as follows:

	Date	Time/Place
Mandatory Pre-bid Meeting	Wednesday, January 7, 2015	11:00 am 2 Sawmill Road, Nashua, NH 03060
Deadline for Vendor Questions to be submitted in writing*	Monday, January 12, 2015	12:00 NOON
Answers/Clarifications posted	Wednesday, January 14, 2015	3:00 pm
Bids Due	Thursday, January 22, 2015	3:00 pm Purchasing Dept.
Bid Award	To be determined	N/A

* All inquiries concerning this Invitation for Bids including, but not limited to, requests for clarifications, questions, and any changes to the IFB, shall be **submitted in writing** to the City's project manager:

William Keating
Division of Public Works
2 Sawmill Road
Nashua, NH 03060
Email: keatingw@nashuanh.gov

Vendors are encouraged to submit questions via email; however, the city assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Inquiries must be received by the city's project manager (see above) **no later than Monday, January 12, 2015 at 12:00 NOON**. Inquiries received later than this date shall not be considered properly submitted. The City will consider all timely-received questions and requests for change, and, if reasonable and appropriate, will issue an addendum to clarify or modify this IFB.

Answers to vendor submitted questions and other addenda will be posted under document **IFB0774-012215** on the City of Nashua website: www.nashuanh.gov, under Citizens Favorites, Current Bid Opportunities, no later than **Wednesday, January 14, 2015 at 3:00 PM.**

Completion time for the project will be calculated as calendar days from the date specified in the "Notice to Proceed" as follows:

<u>180</u>	calendar days for substantial completion
<u>240</u>	calendar days for final completion.

Liquidated damages will be in the amount of:

\$500 for each calendar day of delay from the date established for substantial completion, and,

\$500 for each calendar day of delay from the date established for final completion.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua. The city reserves the right to wave any irregularities when the public interest will be served thereby. The city also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of the City.

All bids are binding for sixty (60) days following the deadline for bids, or until the effective date of any resulting contract, whichever is later.

The successful bidder must maintain the following lines of coverage and policy limits for the duration of the contract. Any subcontractors used by the contractor are subject to the same coverage and limits and is a subcontractor to the CONTRACTOR and not the OWNER. It is the responsibility of the Contractor to update Certificates of Insurance during the term of the contract.

The City of Nashua must be named as Additional Insured.

Provide coverage for not less than the following amounts or greater:

- General Liability: \$1,000,000 per Occurrence
\$2,000,000 Aggregate
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit
Coverage must include all owned, non-owned and hired vehicles.
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:
\$100,000 / \$500,000 / \$100,000

All bidders and subcontractors at every tier under the bidder will fully comply with NH RSA 281-A, "Workers' Compensation". It is the responsibility of the CONTRACTOR to submit to the OWNER, certificates of insurance for all other subcontractors prior to the start of the project. It is the responsibility of the CONTRACTOR to provide the OWNER with updated certificates of insurance for the CONTRACTOR and all subcontractors ten (10) days prior to expiration of coverage. The OWNER may, at any time, order the CONTRACTOR to stop work, suspend the contract or terminate the contract for non-compliance. All subcontractors are subject to the same insurance requirements as the CONTRACTOR.

No bid will be considered unless accompanied by a bid security in the form of a Bid Bond, in an amount not less than five percent (5%) of the bid.

The successful contractor will be required to post a 100% Performance Bond and a 100% Payment Bond within ten (10) days of Notice to Proceed.

Cost of bond premiums to be included in the Lump Sum Bid Proposal.

The City is exempt of all taxes. All bids must be FOB Nashua, NH. All bidders must comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to NRO5-71 (A), the City of Nashua supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please so indicate in a cover sheet by item number and description.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Please submit any questions on this Invitation for Bid **in writing** to Bill Keating, at keatingw@nashuanh.gov

Respectfully,

Mary Sanchez, CPPB

Mary Sanchez, CPPB
Purchasing Agent II
City of Nashua, NH
sanchezm@nashuanh.gov

**City of Nashua, NH
Division of Public Works
Roof Replacements - NWTF**

SCOPE OF WORK

The City of Nashua, NH invites qualified roofing companies to submit bids for construction related to the **Roof Replacements** project at the Nashua Wastewater Treatment Facility (NWTF). This project consists of roof replacements of seven buildings and one entrance way in the wastewater treatment facility with approximate roof areas and roof characteristics as follows:

Building	S.F. of roof area	Existing Roof Material	Gravel on top of roof
Administration Building	11,700	White rubber	no
Sludge Dewatering Building	8,435	Black rubber	no
Grit Building	1,150	Black rubber	yes
Aeration Blower Building	3,270	Black rubber	yes
Pump Building	2,190	Black rubber	yes
Pipe Gallery Entrance	200	Black rubber	yes
Maintenance Building	5,360	Black rubber	no
Dechlorination Building	750	Black rubber	yes
Total:	33,055		

A total of approximately 33,100 square feet (sf) of roofing is anticipated for replacement in these 8 buildings and entrance way. These buildings were constructed at various times during the plant history, some going back to approximately 1973. Most were constructed around 1989. Most buildings have an access stairs to the roof but some of the smaller buildings do not.

This project is a design build project where contractors will have an opportunity to examine the roofs of each building, determine a suitable replacement membrane for the roofs, and evaluate access locations, equipment needed and any other items to include in the bid.

In addition to replacing the roof membrane, the contractor shall include in the bid a cost to replace the existing insulation with similar material as existing with the same R value or better. Roof flashing shall be replaced where needed and the access hatch mechanism replaced in the sludge dewatering building. Method of payment for these items is provided in the bid schedule.

The central generator building, the south generator building and the co-gen building will be bid as alternates. These building were constructed more recently in the year 2000. The contractor shall evaluate these roofs and provide the City with a report on the condition and a recommendation on whether to replace the roof or not.

Alternate Buildings	S.F. of roof area	Existing Roof Material	Gravel on top of roof
Central Generator Building	380	Black rubber	yes
South Generator Building	380	Black rubber	yes
Co-Gen Building	3,220	Black rubber	no

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Some of key elements for this project the contractor shall provide are the means of accessing the roof area (ladders, mechanical lifts, cranes, etc.), storage of material in private containers in a designated location at the plant, port-a-potties (contract is not to use building facilities unless an emergency), and other items discussed during the prebid meeting for this project. Means shall be provided to keep all buildings dry during the construction process. No rain will be allowed to enter any buildings following roof demolition and the contractor shall only replace as much roof at a time that can be completed in one-day. All roofing products selected for bid shall have a minimum twenty-five (25) year warranty.

Some of the key criteria the City will be reviewing in making a selection of the contractor for this work is the material selected by the contractor to replace the existing roofing, experience of the contractor in performing similar work at other commercial locations, methods of construction, and pricing. The contractor shall submit with their bid details on the material selected, and the description of other components such as flashing and insulation material that may be needed.

The selected contractor shall be required to complete a City contract, a sample of which is attached. The contractor shall also work together with the Plant Personnel and Engineer in making this project run smoothly.

Completion time for the project, calculated in calendar days, will be as follows:

180 days for contract substantial completion.

240 days for final contract completion.

Liquidated damages will be in the amount of **\$500.00** for each calendar day of delay from the date established.

**City of Nashua, NH
Division of Public Works
Roof Replacements - NWTF**

SPECIFICATIONS

1. General Summary

- A. Under the price specified to be paid for each item, the Contractor shall furnish all labor, materials, equipment, plant, and perform all operations to complete all work as indicated and specified. All supervision, overhead items, bond and permit costs, protection and precautions and all other costs, incidental to the construction work, complete, and as specified, are also included.
- B. A complete, finished, working job, as intended by the general nature of these Specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.
- C. Measurement for payment shall be by the Engineer, except where noted elsewhere in this Specification. Measurement for payment for lump sum items shall be on the basis of percentage of work complete and in place.
- D. Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the work description.
- E. Owner reserves the right to delete any item or modify estimated quantities without penalty. Contractor shall make no claim as to lost profits or added costs due to quantity adjustments or deletions.
- F. Unit prices listed shall be the basis of cost adjustment for additional items of work required by a change order.
- G. All prices shall include transportation and disposal of excess materials as applicable.
- H. All prices shall include costs related to filing and obtaining applicable permits from local and state agencies.

2. Base Bid

- A. Base bid shall be complete roof replacement of the seven building and one entrance way listed in the work description and as follows: administration building (including the two entry way roofs between the main administration building and the sludge dewatering building), the sludge dewatering building, grit building, aeration building, pump building, pipe gallery entrance, maintenance building and dechlorination building. These buildings measure to approximately 33,055 s.f. and have roof material as follows:

**City of Nashua, NH
Division of Public Works
Roof Replacements - NWTF**

Building	S.F. of roof area	Existing Roof Material	Gravel on top of roof
Administration Building	11,700	White rubber	no
Sludge Dewatering Building	8,435	Black rubber	no
Grit Building	1,150	Black rubber	yes
Aeration Blower Building	3,270	Black rubber	yes
Pump Building	2,190	Black rubber	yes
Pipe Gallery Entrance	200	Black rubber	yes
Maintenance Building	5,360	Black rubber	no
Dechlorination Building	750	Black rubber	yes
Total:	33,055		

- B. The lumps sum payment for the roof replacement shall include all roofing materials, insulation, flashing, replacement of roof hatch handle locking mechanisms (there are 5 inside building roof access openings, one of which that does not lock shut) where needed, and miscellaneous items as needed for complete installation of the roof. Roof decking will be measured and paid for separately as discussed below.

3. Alternate Bid #1 – Central Generator Building Roof

- A. Alternate bid #1 shall be for the roof placement of the central generator building. The contractor shall access the condition of the existing roof and discuss with the Engineer whether the roof is in need of replacement. The roof measures approximately 380 s.f. and is black rubber originally installed in 2000. There is no attached ladder access to the roof.
- B. Should the roof of the central generator need replacement, it shall be paid for on a lump sum basis including all materials (material, flashing and insulation), labor and equipment.

4. Alternate Bid #2 – South Generator Building Roof

- A. Alternate bid # 2 shall be for the roof placement of the south generator building. The contractor shall access the condition of the existing roof and discuss with the Engineer whether the roof is in need of replacement. The roof measures approximately 380 s.f. and is black rubber originally installed in 2000. There is no attached ladder access to the roof.
- B. Should the roof of the south generator need replacement, it shall be paid for on a lump sum basis including all materials (material, flashing and insulation), labor and equipment.

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5. Alternate Bid #3 – Co-Gen Building Roof

- C. Alternate bid #3 shall be for the roof placement of the co-gen building. The contractor shall assess the condition of the existing roof and discuss with the Engineer whether the roof is in need of replacement. The roof measures approximately 3,220 s.f. and is black rubber originally installed in 2000. There is no attached ladder access to the roof.
- D. Should the roof of the co-gen building need replacement, it shall be paid for on a lump sum basis including all materials (material, flashing and insulation), labor and equipment.

6. Unit Pricing – Roof Deck Replacement

- A. Roof decking replacement, if necessary, will be paid separately at a unit square foot replacement. Any decking in need of replacement shall be reviewed, measured and authorized by the Engineer.

**City of Nashua, NH
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Roof Replacements - NWTF**

BID FORM

Attach additional supporting documents as appropriate

Bidder: _____

Address: _____

Phone: _____ E-mail: _____

The bidder agrees to perform the specified work for the following prices:

1. Base Proposal

The bidder agrees to perform all the of the reroofing and related work for the seven buildings and one entrance way roof listed in the project scope/specifications at the Nashua Wastewater Treatment Facility for the sum of:

_____ (\$ _____)

2. Alternate #1 – Central Generator Building

The bidder agrees to perform all of the reroofing and related work for the central generator building at the Nashua Wastewater Treatment Facility for the sum of:

_____ (\$ _____)

3. Alternate #2 – South Generator Building

The bidder agrees to perform all of the reroofing and related work for the south generator building at the Nashua Wastewater Treatment Facility for the sum of:

_____ (\$ _____)

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4. Alternate #3 – Co-Gen Building

The bidder agrees to perform all of the reroofing and related work for the co-gen building at the Nashua Wastewater Treatment Facility for the sum of:

_____ (\$_____)

5. Unit Prices

Description	Quantity	Unit Price
a. Replace metal roof decking		\$_____/s.f.

6. Supplemental Information: Provide details of the material selected to replace the existing roofing, flashing and insulation material, previous experience performing similar work at other commercial locations (include reference contact information if possible) and methods of construction. Use additional pages as necessary.

Signature:_____



CITY OF NASHUA NEW HAMPSHIRE
CITY ENGINEER'S OFFICE
9 RIVERSIDE STREET
NASHUA, NEW HAMPSHIRE 03062

NO.	REVISION DESCRIPTION	DATE



DRAWN BY: T. WELCH	DESIGNED BY: T. WELCH	REVIEWED BY:
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DATE
DECEMBER
2014

NASHUA, NEW HAMPSHIRE
PLAN OF
NWTF ROOF REPLACEMENT
2 SAWMILL ROAD



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

BETWEEN the Owner: **City of Nashua, New Hampshire**
229 Main Street
Nashua, NH 03060

And the Contractor:

For the following Project: **Nashua Wastewater Treatment Facility (NWTF)**
Roof Replacement Project

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor, including the General Terms and Conditions;
2. Scope of Work;
3. Drawings and Specifications provided in the bid documents;
4. Change Order Form;
5. Payment and Performance Bonds, if applicable;
6. Insurance Certificate;
7. Written change orders for minor changes in the Work issued after execution of this Agreement; and
8. Fully Executed City of Nashua Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

ARTICLE 2 – DATE OF COMMENCEMENT, COMPLETION DATES AND LIQUIDATED DAMAGES

The date of commencement shall be the date of the Notice to Proceed (NTP). Substantial Completion shall be **180 calendar days from NTP**. Final Completion shall be **240 calendar days from NTP**.

Liquidated damages will be in the amount of \$500.00 per each calendar day of delay from the dates established for substantial and final completion.

ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the Owner shall pay Contractor, in accordance with the Contract Documents, the Contract Sum of:

(\$)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 – INSURANCE AND INDEMNIFICATION

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability:
 \$1,000,000 per Occurrence
 \$2,000,000 Aggregate
 City of Nashua Additional Insured
- Motor Vehicle Liability: ***Coverage must include all owned, non-owned and hired vehicles.**
 \$1,000,000 Combined Single Limit
 City of Nashua Additional Insured
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:
 \$100,000 / \$500,000 / \$100,000

Contractor and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City of Nashua shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;
4. Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 5 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the Owner shall take precedence.
5. The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 6 – OWNER

1. Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the Contractor fails to correct Work that is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.
3. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.
4. The Owner reserves the right to perform construction or operations related to the project with the Owner’s own forces, and to award separate contracts in connection with other portions of the project.
5. The Contractor shall coordinate and cooperate with separate Contractors employed by the Owner.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 7 – CONTRACTOR

1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.
3. Within ten (10) days of notification of award, and prior to commencement of work, the Contractor shall obtain and forward to Owner a Performance Bond and a Payment Bond representing 100% of the contract work.
4. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
7. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The Contractor warrants to the Owner that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The Contractor shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
13. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.
14. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
15. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
16. Contractor warrants and guarantees to Owner, for two (2) years, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. **All roofing products shall provide a minimum twenty-five (25) year warranty.** Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
- Normal wear and tear under normal usage.

ARTICLE 8 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the City of Nashua Board of Public Works and the City of Nashua Finance Committee vote prior to proceeding.
4. The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the Owner to the charges.

ARTICLE 9 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 10 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
2. At least ten days before the date established for each progress payment, the Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require.
3. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn: William Keating, PE**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.
5. OWNER shall make payments on the basis of Contractors Application for Payment, approximately **30** days from the time the **final** payment application is received by the Owner, depending upon the timing of submittals and approvals.
6. The Contractor shall promptly pay each Subcontractor and material supplier out of the amount paid to the Contractor on account of such entities' portion of the Work.
7. The Owner shall have no responsibility for the payment of money to a Subcontractor or material supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the Contractor and Owner shall establish responsibilities for completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 11- RETAINAGE

1. The OWNER will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The OWNER will establish an escrow account in the bank of the OWNER'S choosing. The account will be established such that interest on the principal will be paid to the CONTRACTOR. The principal will be the accumulated retainage paid into the account by the OWNER. The principal will be held by the bank, available only to the OWNER, until termination of the contract.
 - b. Until the work is 50% complete, as determined by the ENGINEER, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
2. Upon final completion and acceptance of the Work the OWNER shall hold 2% retainage during the **1 (one) year** warranty period and release it only after the project has been accepted.

ARTICLE 12– PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 13 – CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected work.
2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of the correction.

ARTICLE 14 – PROHIBITED INTERESTS

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 15 – TERMINATION OF THE CONTRACT

1. If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following fifteen days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for work executed.
2. The Owner may terminate the contract for cause if the Contractor:
 - persistently or repeatedly refuses or fails to supply enough properly skilled workers;
 - fails to make payment(s) to Subcontractors for labor or materials in accordance with the respective agreements between the Contractor and Subcontractors;
 - disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - is otherwise guilty of a substantial breach of a provision of the Contract Documents.
3. If the Owner has decided to terminate the contract for cause, the Owner, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, shall terminate the employment of the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.

4. If the Contract has been terminated by the Owner for cause, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If the cost of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.
5. The Owner also has the right to terminate this Contract, in whole or in part, without cause, upon fifteen days' written notice. As of the date specified in the notice, Contractor shall stop all performance under this Contract, except as otherwise directed by the Owner, provide the Owner with a list of all unperformed services, and take such action relative thereto as Contractor may be directed by the Owner. The Owner agrees to pay for all work that has been performed and equipment that has been installed or is on order and the order cannot be cancelled.

ARTICLE 16– MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the Contractor shall perform these tests.
4. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.
5. The Contract shall be governed exclusively by the law of the State of New Hampshire, and any litigation shall be brought in a court located in the State of New Hampshire.

City of Nashua (signature)

Donnalee Lozeau, Mayor

(Printed Name and Title)

Date

Contractor (signature)

(Printed Name and Title)

Date

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

in _____ counterparts, each one of
(number)

_____ day of _____, 20____.

BY

BY

PY - 3 of 3

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum
of

Dollars, \$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the **OWNER**, dated _____ day of _____ 20____, a
copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extension thereof which may be granted by the **OWNER**, with or without
notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do
so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may
incur in making good any default, then this obligation shall be void: otherwise to remain in full
force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts, each one of
(number)

which shall be deemed an original,
this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

BY

Principal

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

By _____
Witness as to Surety

(Address)

BY

(Surety)

Attorney - in - Fact

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is Partnership, all partners should execute **BOND**

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

NOTICE OF AWARD

DATED: _____

TO: _____
(Bidder)

ADDRESS: _____

PROJECT CONTRACT: NWTF Roof Replacement
(Insert name of Contract as it appears in the Bidding Document)

OWNER'S CONTRACT NO. _____

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for

(Indicate total Work, alternatives or sections or Work awarded)

The Contract Price of your contract is

Dollars (\$ _____)

(Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.)

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement. Each of the Contract Documents must bear your signature on **AG-9**.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the General Conditions **Article 7.3 – CONTRACTOR** and a Certificate of Insurance as specified in **Article 4 – INSURANCE and INDEMNIFICATION**.
3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

For the City of Nashua, NH

NOTICE TO PROCEED

DATED: _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

PROJECT CONTRACT: NWTF Roof Replacement
(Insert name of Contract as it appears in the Bidding Document)

OWNER'S CONTRACT NO. IFB

You are notified that the Contract Times under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Agreement the date of Substantial Completion is _____, 20____ and the date of readiness for final payment is _____, 20____.

Also before you may start any Work at the site, you must

(Add other requirements)

By: _____

(TITLE)

Copy to Engineer